

National Utility Service, Inc.
 NUS Corporate Plaza
 One Maynard Drive • P.O. Box 712
 Park Ridge, New Jersey 07656-0712

DATE 4-25-95

Gentlemen:

1. We hereby authorize you to submit recommendations for savings and refunds on our costs of electricity, gas, oil and petroleum products, water, sewerage, steam and telecommunications. You will analyze our costs and advise where refunds and reductions can be obtained.
2. Your initial analysis will cover our most recent twelve (12) months' bills. Where applicable, you will review old bills as far back as possible for refunds. Your continuing analysis will cover our current bills, which we will send to you each month during the term of this agreement.
3. Any recommendation you make will be considered by us and shall be subject to our approval. If any recommendation made by you is subsequently implemented, we will pay you as outlined below after such savings and refunds are achieved. All information pertaining to your recommendations, including correspondence with our suppliers, will be sent to you promptly for your evaluation and further advice.
4. All negotiations with suppliers are to be conducted through us unless it is mutually agreed otherwise.
5. We agree to pay you as follows:
 - * a. A service fee of \$ 12,000 is due to you on acceptance of this agreement, and is payable only once for the term of this agreement and all consecutive renewals.
 - b. A performance fee of: (i) fifty (50%) percent of each refund or credit received; and (ii) fifty (50%) percent of each savings realized for a period of sixty (60) months after which the entire savings will be ours.
 - c. Payment will be made upon receipt of your invoice showing computation of savings and/or refunds.
6. At the expiration of this agreement if your participation in a savings is not complete as per paragraph 5b above, or a recommendation(s) submitted by you has not been implemented, then we will continue to send you information and our invoices covering the locations where recommendations are outstanding and/or savings are in effect, until completed, and we will pay you as outlined above in paragraphs 5b and 5c.
7. The term of this agreement shall be five (5) years from the date of acceptance, and shall continue thereafter, at no additional service fee, for consecutive five (5) year terms unless cancelled by written notice at least thirty (30) days prior to the beginning of any new term.
8. This agreement and service fee covers all of our present and additional operations we acquire in the US. You also agree to waive your service fee(s) to any of our present or new subsidiaries that we acquire provided that they take advantage of your service (by signing a duplicate agreement) within three (3) months from date of this agreement or from date of acquisition by us.



ACCEPTED BY: JUN 20 1995

NATIONAL UTILITY SERVICE, INC.

(AUTHORIZED SIGNATURE)

Executive Vice President

(TITLE)

JUN 20 1995

(DATE)

Wis-Pak, Inc
(COMPANY NAME)

500 West Street
(ADDRESS)

Watertown, WI 53094

John - Executive Secretary
(AUTHORIZED SIGNATURE)

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ADDENDUM

The contract between WIS-PAK, INC. and NATIONAL UTILITY SERVICE, INC. is amended as follows:

1. Section 3 is replaced to state as follows:

"Any recommendation you make will be considered by us and shall be subject to our approval. We will advise you in writing our intent to pursue or not pursue each of your recommendations, and in the latter case, detail the reasons. However, if any recommendation made by you is accepted by us and is subsequently implemented, we will pay you as outlined below after such savings and refunds are achieved. All information pertaining to your recommendations that we accept, including correspondence with our suppliers, will be sent to you promptly for your evaluation and further advice. However, you shall not have authorization to communicate or negotiate with third party suppliers except with our express written consent."

2. Section 6 is amended to add the following:

"Notwithstanding anything contained in Section 6, no invoice shall be paid by us to you after termination of the Agreement unless based upon savings related to incomplete projects which are realized within 24 months after termination of the Contract."

3. Section 8 is amended as follows:

"Notwithstanding anything contained in Section 8, the locations which are subject to this Agreement are Norfolk, Nebraska; Lincoln, Nebraska; Mankato, Minnesota; Sioux City, Iowa; and Watertown, Wisconsin. New locations shall be added but only upon the agreement of Wis-Pak. Further, water, sewerage and other city provided services in Watertown, Wisconsin, shall not be subject to this Agreement except with the express written agreement of Wis-Pak."

4. Section 9 shall be added and shall state as follows:

"The total service fee of \$12,000 will be recaptured by us in full from the first gross saving and refunds realized. After such recapture, we will pay you as per clause 5 (b) and 5 (c)."

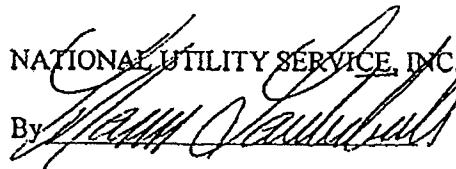
This Addendum is agreed to this 4th day of April, 1995

WIS-PAK, INC.

By 

Accepted by:

NATIONAL UTILITY SERVICE, INC.

By 

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